

**BOARD OF SELECTMEN
EXECUTIVE SESSION MEETING MINUTES
March 21, 2011**

The Selectmen entered into Executive Session at 8:15 p.m. for the purpose of discussing potential litigation and contract negotiations. Also present were the Town Administrator and Administrative Assistant.

Levine – Mr. McColl gave the other members an overview of the mediation session with the Levines. Amidst a lot of yelling and screaming from Mrs. Levine the bottom line of the mediation was that Mrs. Levine agreed to get down to 20 dogs within the next 6 months, through natural attrition, that number would decrease. She wanted to continue to rescue and show dogs. She might agree to an inspection, but only with notice and an inspector that she agreed with. Mr. McColl said that he thought it should be 10 maximum and within two months. They were also told by Mr. Merrill that Mr. Meltzer informed him that he would be withdrawing as Ms. Levine's attorney. Before that occurs, he told Mr. Merrill that he would try and get Ms. Levine to agree to 16 dogs for the Board to consider.

Collective Bargaining – Mr. Marsden gave an update on the discussion with the Association representatives. The following items were discussed and agreed upon by the Board. Please see attached.

At 9:23 p.m., Mr. McColl moved, Mr. Marsden seconded and it was voted by roll call to adjourn the Executive Session.

	Aye	Nay	Absent
Mr. Porter	X		
Mr. McColl	X		
Mr. Marsden	X		

Respectfully submitted,

Andrea Miniha

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Recording Secretary

Approved: 5/23/11

Released: 6/13/11 (bargaining)
5/1/13

**2011 Collective Bargaining Issues
Agreement with Holliston Police Association
Draft March 21, 2011**

(Note – italicized items from Selectmen’s Office; others from Chief of Police)

Preamble – change to July 1, 2011.

Article IV, Section 1: Consider language that would give the Chief of Police discretion on when (5-2) employees may take (4-2) days.

Article VI, Section b: Add language to clarify that special leave cannot be carried over from one year to the next.

Article VI, Section d: Consider language to clarify and restrict the two (2) Union days. Originally the two days were designed to cover Union Officers to attend Union training or to attend any Union Grievance or Arbitration Hearing. These days have been used for Union functions instead, and have resulted in the expenditure of overtime funds to cover those Officers’ shifts.

Article VI (A): Professional development days do not carry over from on fiscal year to the next and are not compensated if not used.

Article VIII, Section 4: Delete “upon completion of the probationary period of employment” in the first sentence.

Article IX, Section 1: Consider language to clarify or change the wording on details to be consistent with the hour system presently being employed. There is a letter of understanding that changed the offering of details to be based on the Officer with the lowest number of hours and not working at the time of the detail. Hours are determined by a running total of hours offered and worked and hours offered and refused.

Article XI: Sick Time buyback language has to be clarified. The way it stands now, an Officer who elects a lump sum payment has no incentive to not use the sick days he or she has accumulated beyond the 90 day maximum that can be used in the lump sum.

Article XI: Increase the non-eligibility time period for overtime after sick leave from 16 hours to 24 or 32 hours from the end of the shift that the Officer called out on. Consider instituting a similar provision for the working of details.

Article XIII: Eleven paid holidays at the wage rate in Article XIX (not including Educational Incentive Pay) per calendar year; lump sum payment in December.

Article XV: Rate saver plans only (plus PPO).

Article XVI: Consider language to clarify that a Fitness Day that is earned shall be used within one year (or same fiscal year), and that this day will have no compensatory value.

**2011 Collective Bargaining Issues
Agreement with Holliston Police Association
Page 2**

Article XVIII: Delete paragraph 4.

Article XIX, Section 2: Add "for the fiscal year to be paid during the month June".

Article XIX, Section 3: Draft language that the Senior Wage Adjustment must be elected by February 1st of a given year so as to allow that money to be budgeted for the upcoming fiscal year.

Article XIX, Section 5: Move the second sentence into a new Section 6.

Article XXI: Consider language to indicate that longevity pay is paid out the week after Holiday Pay. Right now they are contractually paid together. A week apart will work out better administratively.

Article XXIV: Continue to pay the Educational Incentive (Quinn Bill). Monitor the results of the SJC case which is to be heard in May of this year. Add "*as amended*". (Note - Does not apply to new hires as of July 1, 2009.)

Article XXIX: Compensatory time either needs to be capped, or it needs to be restricted in regards to its use. Possibly limit numbers of shifts per day that can be taken off with the use of compensatory time. *No change to declaration of pay or time off.*

Article XXX: An Evaluation/Appraisal System needs to be established.

Additional Article: Incorporate the (4-3) (10pm to 8am) shift into the contract. Presently it exists by way of a Letter of Understanding. This shift has saved the Department in terms of overtime funds, and should be kept as an option.